

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Barkley Seed, Inc.	07/13/2009
RECEIVING PARTY DATA	
Name:	Monsanto Technology, LLC
Street Address:	800 N. Lindbergh Blvd.
City:	St. Louis
State/Country:	MISSOURI
Postal Code:	63167
PROPERTY NUMBERS Total: 5	
Property Type	Number
Patent Number:	6238719
Patent Number:	6197952
Patent Number:	6132791
Patent Number:	5725901
Patent Number:	5614242
CORRESPONDENCE DATA	
Fax Number:	(314)259-2020
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	3142592390
Email:	jbsurber@bryancave.com
Correspondent Name:	James Surber
Address Line 1:	211 North Broadway
Address Line 2:	Suite 3600
Address Line 4:	St. Louis, MISSOURI 63102
NAME OF SUBMITTER:	James Surber

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**PATENT
REEL: 022960 FRAME: 0709**

Total Attachments: 5

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PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement (the "Agreement"), dated as of July 13, 2009, is by and among Barkley Seed, Inc., an Arizona corporation (the "Assignor"), and Monsanto Technology, LLC ("Assignee"), a Delaware limited liability company and wholly owned subsidiary of Monsanto Company, a Delaware corporation ("Monsanto").

WHEREAS, Assignor owns the patents identified in Exhibit A, attached hereto, and owns other transferable rights related thereto;

WHEREAS, Assignor and Monsanto are parties to that certain Asset Purchase Agreement, by and among Assignor, WestBred, LLC, an Arizona limited liability company, Western Plant Breeders, Inc., an Arizona corporation, Barkley AG Enterprises, L.L.P., an Arizona limited liability partnership, The BRK Trust dated August 1, 2007, Robert K. Barkley and Monsanto, dated as of July 13, 2009 (the "Purchase Agreement"), pursuant to which Assignor has agreed to contribute, sell, grant, convey, transfer and assign to Monsanto and Monsanto has agreed to purchase from Assignor certain of the Purchased Assets (as defined in the Purchase Agreement), which include the patents identified in Exhibit A;

WHEREAS, nothing in this Agreement shall modify or otherwise affect any provision of the Purchase Agreement or affect the rights of the parties under the Purchase Agreement. In the event of any conflict between the provisions of this Agreement and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall govern and control;

WHEREAS, in accordance with the Purchase Agreement, Monsanto has designated its rights to acquire the patents identified in Exhibit A to Assignee; and

WHEREAS, Assignor and Assignee further wish to enter into this Agreement for the sole purpose of confirming and memorializing the terms of the Purchase Agreement, which are not confidential, proprietary and/or trade secrets of either party, and making said terms of record in the United States Patent & Trademark Office and the office of any applicable foreign patent authority.

NOW THEREFORE, in consideration of Ten Dollars (\$10.00), the recitals, terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

BE IT KNOWN that for the additional good and valuable consideration paid to Assignor by Assignee pursuant to the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, Assignor confirms that it sold, assigned, set over and transferred unto Assignee and, to the extent required to confirm such transfer, hereby sells, assigns, sets over and transfers unto Assignee, its successors, legal representatives or assigns, the entire right, title and interest in and to the patents and patent applications listed in Exhibit A hereto, including all priority rights under applicable international, multilateral and bilateral treaties and conventions; in and to all inventions disclosed and/or claimed in the patents and patent applications listed in Exhibit A hereto; in and to any other patents and patent applications which claim priority from the patents and patent applications listed in Exhibit A hereto, including but not limited to all counterparts, equivalents,

continuations, continuations-in-part, divisions, substitutes, reissues, reexaminations, extensions, renewals, reinstatements and restorations of said patents and patent applications; and in and to any and all patents obtained on any of the patent applications listed in Exhibit A hereto; all of the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, legal representatives or assigns, for the full terms for which said patents have been or will be granted;


AND ASSIGNOR HEREBY sells, assigns, sets over and transfers unto Assignee and its successors, legal representatives or assigns, the right and power to sue and recover for all past, present and future infringement of said patents and patent applications in the United States and all foreign countries, including the right to retain for its own exclusive use and enjoyment all proceeds and other recovery from such infringement suits;

AND ASSIGNOR HEREBY authorizes and requests the U.S. Patent and Trademark Office and any foreign patent issuing authorities to issue any and all patents on said applications to Assignee as sole Assignee.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, the undersigned have hereunto set their hands having fully read the above and fully understanding the contents and/or provisions thereof.

BARKLEY SEED, INC.

By: 

Name: Robert K. Barkley

Title: President

MONSANTO TECHNOLOGY, LLC

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the undersigned have hereunto set their hands having fully read the above and fully understanding the contents and/or provisions thereof.

BARKLEY SEED, INC.

By: _____

Name: _____

Title: _____

MONSANTO TECHNOLOGY, LLC

By:  _____

Name: Geoffrey Keyes

Title: Authorized Representative

Exhibit A

Title	Inventor	Patent No.	Issue Date
High viscosity cereal and food ingredient from viscous barley grain	Gregory J. Fox	6,238,719	May 29, 2001
Long chained beta glucan isolates derived from viscous barley grain, and the process of making	Gregory J. Fox	6,197,952	March 6, 2001
Natural red sunflower anthocyanin colorant with naturally stabilized color qualities, and the process of making	Gregory J. Fox	6,132,791	October 17, 2000
Long chained Beta glucan isolates derived from viscous barley grain	Gregory J. Fox	5,725,901*	March 10, 1998
Food ingredients derived from viscous barley grain and the process of making	Gregory J. Fox	5,614,242	March 25, 1997